

NOTICE OF SOURCE SELECTION

You are hereby notified that a lowest priced/technically acceptable source selection is in progress for the Museum support services at Fort Sam Houston, TX, solicitation DADA10-02-R-0009. The anticipated period of Source Selection is April 2002 through approximately July 2002. DURING THIS PERIOD UNTIL CONTRACT AWARD, OFFERORS REQUESTING INFORMATION REGARDING THE PROJECT SHALL CONTACT THE CONTRACTING OFFICE ONLY. CONTACTS WITH OTHER ARMY PERSONNEL ARE PROHIBITED. The Contracting Officer or his representatives are the only persons authorized to contact offerors, and the Contracting Officer is the only person authorized to release information regarding an ongoing Source Selection. Refer questions or communications concerning this solicitation directly to the Gary Hankins, Contracting Officer (210) 221- 4122 (Gary.Hankins@CEN.AMEDD.ARMY.MIL), or Laurie Keating, Contract Specialist (210) 221-4640 (Laurie.Keating@CEN.AMEDD.ARMY.MIL)

NOTICE TO OFFERORS

CLAUSES INCORPORATED BY FULL TEXT:

CLAUSES AND PROVISIONS

a. Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

b. Even though most of the clauses and provisions are incorporated by reference, clauses and provisions still must be completed and submitted by the offeror with the offer (full text of the clauses and provisions may be seen at <http://farsite.hill.af.mil>):

c. Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

d. Sections K, L, and M will be physically removed from any resultant award, but will be deemed to be incorporated by reference, in that award.

INSTRUCTIONS

a. This solicitation/contract calls for firm fixed price contract line item (CLIN). Offeror's must provide pricing information for each of the Contract Line Items listed below.

b. The receipt of proposal information, including past performance information, is subject to FAR 52.215-1(c)(3), Late Proposals and Revisions.

c. In order for offeror's to receive a DoD contract, offeror's must be registered in the central contractor registration (CCR) system. Go to: <http://ccr.edi.disa.mil>

d. The service provider agrees to hold its offered prices firm for the items solicited herein and to accept any resulting contract subject to the terms and conditions stated herein for **150** days from the date set forth in SF33, block 9.

* * * * * **IMPORTANT** * * * * *

THIS SOLICITATION INCLUDING ALL ATTACHMENTS CAN BE FOUND ON THE INTERNET AT THIS ADDRESS: <http://www.cs.amedd.army.mil/a76fsh/> then look at the link that is headed "FSH A-76 Study".

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Transition Period 1 May 03 through 31 Jul 03. FFP - Fixed Price PURCHASE REQUEST NUMBER W45B9H0264N333	3.00	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Museum - Basic Period - 1 Aug 03 – 31 Jul 04 FFP - Services to be performed in accordance with the performance requirements document.	12.00	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Museum - First Option Period - 1 Aug 04 - 31 Jul 05 FFP - Services to be performed in accordance with the performance requirements document.	12.00	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		12.00	Months		
	Museum - Second Option Period - 1 Aug 05 - 31 Jul 06				
	FFP - Services to be performed in accordance with the performance requirements document.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12.00	Months		
	Museum - Third Option Period - 1 Aug 06 - 31 Jul 07				
	FFP - Services to be performed in accordance with the performance requirements document.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		12.00	Months		
	Museum - Fourth Option Period - 1 Aug 07 - 31 Jul 08				
	FFP - Services to be performed in accordance with the performance requirements document.				

NET AMT

SECTION C Descriptions and Specifications

SECTION C Descriptions and Specifications

SPECIFICATIONS, STANDARDS AND DRAWINGS

Specifications applicable to this requirement are listed as Attachment 1 of the solicitation/contract.

ITEM NR	SPECIFICATION TITLE
All CLINS	Performance Requirements Document (PRD) for Museum Support Services Fort Sam Houston, Texas (Attachment 1)

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

CLAUSES INCORPORATED BY FULL TEXT:

CONTRACT PERFORMANCE PERIOD

a. The transition period for any contract awarded as a result of this solicitation shall be on or about 1 May 2003 through 31 July 2003. The basic period of performance shall be 1 Aug 2003 through 31 July 2004. All dates shall be inclusive unless sooner terminated under the provision of this contract. The transition date of 1 May 2003 is based on the assumption that the contractor will receive award by 30 Apr 2003. Should award be delayed beyond 30 Apr 2003, the date of commencement will be extended proportionately.

b. Should the option(s) be exercised in accordance with the Section I clause entitled "Option to Extend the Term of the Contract", FAR 52.217-9, the options will be subject to the appropriate "Availability of Funds" clause in Section I. See also the Section I clause entitled "Option to Extend Services", FAR 52.217-8.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

CONTRACT MANAGEMENT

Notwithstanding the Service provider's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the Government and the Service provider. Government points of contact during the performance period will be as follows:

a. Contract Administration. All contract administration will be performed by the MEDCOM Contracting Center, Building 4197, BASOPS Branch, 2107 17th Street, Fort Sam Houston, TX 78234-5015, telephone number (210) 221-4640. Communications pertaining to contractual administrative matters shall be addressed as above. No changes in or deviation from the scope of work shall be effected without a written modification to the contract executed by the Contracting Officer.

b. Appointment of Contracting Officer's *Representative* (if applicable).

(1) A representative from the using activity (and/or a designated *alternate*) may be appointed in writing by the contracting Officer as a Contracting Officer's Representative (COR) for purposes of inspection and acceptance to ensure compliance with the technical phases of the work, but will not be authorized to change any of the terms and conditions of the contract.

(2) The COR will act in a liaison capacity to coordinate activities between the Service provider and the Government as required in the performance of work under contract.

c. Appointment of Property Administrator (if applicable). A Property Administrator (PA) may be designated, in writing, for the specific purpose of administering control of Government -furnished property.

INVOICE AND BILLING PROCEDURES

The Service provider shall render invoices in accordance with FAR 52.232-25, Prompt Payment, as follows:
SEMI-MONTHLY, IN ARREARS

- a. Original plus two copies to: Army Vendor Pay,
DFAS - SA/FPA
500 McCullough Ave
San Antonio, TX 78215-2100.
- b. One copy to: MEDCOM CONTRACTING CENTER
2107 17TH STREET, Building 4197,
Fort Sam Houston, Texas 78234-5015.

REPORTING REQUIREMENTS

In order for the Department of the Army to comply with Title 10 U.S.C. Section 2461 and Section 343 of the FY2000 Department of Defense Authorization Act and ongoing requirements of Public Law 106-65, contractors performing work under this contract <or> any contract resulting from this solicitation **must** report direct labor hours and estimated cost associated with the reporting period. Data as referenced herein should be submitted by the contractor concurrent with request for payment (e.g. invoice, contract voucher, request for progress payments) and must cover the same time period as the requested payment. To facilitate collection of the data and to minimize the time invested by the contractor in compliance, the Office of the Deputy Assistant Secretary of the Army (Manpower & Reserve Affairs) has established a website at <http://contractor.manpower.us.army.mil>. In addition to step-by-step reporting instructions, the website contains information on the purpose of collection and the intended use for the data as well as links to a full text copy of Public Law 106-65 which established the requirement.

The Deputy Assistant Secretary of the Army (Manpower & Reserve Affairs) will oversee the aggregation of the data and insure exclusion of contract number and company name from any derivative use or report. Data provided will be protected as “company proprietary” and will not be released to other government agencies nor subject to release under the Freedom of Information Act without the express permission of the submitting contractor.

Compliance with this requirement is an **integral part** of the performance of this contract <or >any contract resulting from this solicitation. Compliance with this requirement will be utilized as an element in the Past Performance Information Management System (PPIMS).

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT:

INSURANCE

In accordance with FAR Clause 52.228-5, "Insurance--Work on a Government Installation", the Service Provider shall acquire and maintain during the entire performance period of this contract, insurance of at least the following kinds and minimum amounts set forth below:

- a. Worker's Compensation and Employers' Liability Insurance in accordance with the amounts specified by the laws of the state in which the work is to be performed under this contract. In the absence of such state laws, an amount of \$100,000 shall be required and maintained.
- b. General Liability Insurance with bodily injury liability in the minimum amount of \$500,000 per occurrence.
- c. Automobile Liability insurance in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

GOVERNMENT HOLIDAYS

The following Government Holidays are observed:

New Years Day, January 1
Martin Luther King, Jr's Birthday, 3rd Monday in January
Presidents' Day, 3rd Monday in February
Memorial Day, Last Monday in May
Independence Day, July 4
Labor Day, 1st Monday in September
Columbus Day, 2nd Monday in October
Veterans Day, November 11
Thanksgiving Day, 4th Thursday in November
Christmas Day, December 25

Note: Any of the above holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

LIABILITY FOR LOSS OR DAMAGE TO CERTAIN FACILITIES AND EQUIPMENT

- a. Risk of loss or damage for all other Government property, not provided as Government -Furnished Facilities or Government- Furnished Equipment under the Performance Requirements Documents (PRDs) shall be governed by FAR clause 52.237-2, Protection of Government Buildings, Equipment and Vegetation.

GOVERNMENT LIABILITY

The Government shall not be liable for any loss or damage to the Service Provider's property, or for expense incidental to such loss or damage unless it is proven that the loss was due to negligence of Government employees acting within the scope of their employment.

GOVERNMENT PUBLICATIONS

- a. All tasks set forth in the Performance Requirements Documents (PRD) are responsibility of the Service Provider except where wording of the PRD explicitly makes the performance a Government responsibility. It is recognized that in conjunction with many tasks set forth therein reference is made to Department of Defense, Army, and other directives, regulations, manuals, pamphlets, technical orders, instructions, and the like. It is also

recognized that because such referenced documents have been written with a view toward performance by Government personnel they may contain language which indicates performance is to be by Government personnel. Whenever such directives, regulations, manuals, pamphlets, technical orders, instructions, and the like are referenced, the Service Provider is to use such references as direction (coded mandatory) or guidance (coded advisory) as appropriate in accordance with the PRD in the performance of the required duties set forth therein and in other sections of the PRD as if such references had been written with a view toward performance by Service Provider personnel.

b. The Service Provider shall be required to perform the work set forth in the PRD, and in the references cited in the PRD, to the standards required the PRD and by the cited references, provided that:

(1) Should there be a conflict between the PRD and reference set forth therein, the PRD shall control.

(2) Should there be a conflict between or among two or more such references, those coded mandatory by the PWS shall control over those coded advisory; between or among those similarly coded, those issued by a higher authority shall control over those issued by a lower authority; and between or among those issued at the same level of authority, those with a later date of issue shall control over those with earlier dates of issue.

(3) Any duty set forth in any such reference which shall call for the exercise of nondelegable discretionary Governmental authority shall be subject to the final approval of the Government official having such authority, notwithstanding that the Service Provider may be required thereby to perform duties and render advice at a level below such final approval.

WAGE DETERMINATIONS

Service Contract Act Wage Determination No. 1994-2522 Rev 19 dated 8/02/2002 (ATCH 4) is attached hereto and made a part of this solicitation.

WAGE PASS THROUGH ADJUSTMENT COSTS

a. This contract is subject to the requirements of the Service Contract Act as amended, and attention is invited to the obligations of the service provider under Section 4(c) of the amended Service Contract Act. Any questions regarding the extent to these obligations should be addressed to the Department of Labor.

b. All wages pass through costs will be processed utilizing the hour's reimbursable method in accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts.) FAR 52.222-43 prohibits fee on wage pass through adjustments. Therefore, beginning with the first option period, if there is a wage adjustment, the contracting officer will increase the estimated cost for that period by modification to the contract. Labor categories shown on the billing shall be covered by the Service Contract Act (Department of Labor Wage Determination) or a conformable wage agreement in writing in the basic contract. Salaries of project manager, non-working supervisors, and other salaried employees are excluded.

RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS WITH ITS OWN PERSONNEL

a. The Government reserves the right to perform or supplement performance of contract functions with Government personnel during periods of disaster, war emergencies, police actions, or acts of God.

b. Such performance described above will not constitute a Breach of Contract by the Government within the meaning of contract clause FAR 52.249-8, Termination for Default (Fixed Price Supply and Service) in Section I.

PHASE-OUT SERVICES

Prior to contract completion, termination, or suspension, the service provider shall furnish sufficient orientation, training and equipment/system familiarization information required by any follow-on service provider responsible for subsequent maintenance of any functions and facilities within the scope of this contract. The service provider

shall cooperate fully with the follow-on service provider to assure that system continuity is maintained. All official files, manuals, charts, records, drawings, and other official documentation are the property of the government and shall remain on location for use by the government or follow-on service provider at the time of contract termination or during any period of suspension of this contract.

DISSEMINATION OF INFORMATION

There shall be no dissemination or publication, except in and between the Service Provider and any subcontractors, of information (including photographs and films, public announcements or denial or confirmation of same) contained in reports to be furnished pursuant to this contract without prior written approval of the Contracting Officer and the Public Affairs Office, Fort Sam Houston, Texas.

AUTHORITY

The Service Provider shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies on the credit of the United States of America.

ADVERTISING ON SERVICE PROVIDER VEHICLES

Advertising displayed on Service Provider vehicles is permitted provided that the advertising conforms to good taste and public morality and is worded as not to imply Army or United States Government approval or sanction of the advertised service and which is not embarrassing or detrimental to the military.

LABOR STATISTICS

The Service Provider shall report and shall, by agreement, at such times, in such manner, and covering such matters as the Contracting Officer may direct, such labor statistics, applicable only to the work performed under this contract at the site of the work, as may be required for transmittal to the Department of Labor.

GOVERNMENT-SERVICE PROVIDER RELATIONSHIPS

a. The Government and the Service Provider understand and agree that the services to be delivered under this contract by the Service Provider to the Government are non-personal services and parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the Service Provider and/or between the Government and the Service Provider's employees. It is, therefore, in the best interest of the Government to afford both parties a full and complete understanding of their respective obligations.

b. Service Provider personnel under this contract shall not:

(1) Be placed in a position where they are employed by a Federal Officer or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian.

(2) Be placed in a position of command, supervision, administration or control over DA military or civilian personnel, or personnel of other contractors, or become a part of the Government organization.

(3) Be used in administration or supervision of military contracting activities.

c. Employee Relationship:

(1) The services to be performed under this contract do not require the Service Provider or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the service provider's employees will act and exercise personal judgment and discretion on behalf of the Service Provider.

(2) Rules, regulations, directives and requirements which are issued by DA Military Command Authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

d. Inapplicability of Employee Benefits: This contract does not create an employer- employee relationship between the Army and the Service Provider. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments under this contract to the Service Provider are not subject to Federal income tax withholding.

(2) Payments under this contract to the Service Provider are not subject to Federal Insurance Contributions Act.

(3) The Service Provider is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance under this contract.

(4) The Service Provider is not entitled to any workmen's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Service Provider for performance of this contract are contained in the provision for payment under this contract.

NOTICE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

a. In order for the contracting officer to determine whether any offeror has an organizational or consultant conflict of interest that could result in unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity, the apparently successful offeror after the competition among private sector proposals will be required to submit the information below prior to contract award.

b. For each contract involving performance on Fort Sam Houston within the last three years by either the offeror or any subcontractor of the offeror, furnish the name of the offeror or subcontractor, contract number, and the name and telephone number of the contracting officer (attach additional sheets as necessary):

Offeror/Subcontractor	Contract Number	Contracting Officer	Telephone No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

c. Offerors are urged to closely examine the requirements of FAR 9.5 before allowing any individual who provided services under any of the contracts listed above to assist in the preparation of either the offeror's proposal or the proposal of any of the offeror's subcontractors. Note that the FAR requires the Contracting Officer to take necessary steps to avoid, neutralize, or mitigate significant potential conflicts before contract award.

ENVIRONMENTAL ISSUES

(a) The Government acknowledges that the Contractor has neither created, generated, nor contributed to the creation, generation or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination, or pollution, whether latent or patent, or to the release thereof or the violation of any law or regulation relating thereto, at a project site prior to the date on which the performance of the services is commenced.

- (b) Fines for Environmental / Safety / Occupational Health Violations: The Government will withhold from future monies due the service provider the cost of any environmental restoration undertaken by the Government to clean up releases caused by activities of the service provider or any of its subcontractors. Further, the Government will withhold from monies due the Service Provider any civil or criminal fines or penalties levied against the Government for any environmental / safety / occupational health infraction caused by activities of the service provider or any of its subcontractors. The Service Provider is responsible for paying any fines levied against it by a regulatory agency (EPA, OSHA or NRC, etc.) that are a result of contract operations.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing or Copying Double-Sided on Recycled Paper	AUG 2000
52.215-2	Audit and Records --Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirement for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modification	OCT 1997
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-24	Preaward On-site Equal Opportunity Compliance Evaluations	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-10	Waste Reduction Program	AUG 2000
52.223-11	Ozone-Depleting Substances	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-5	Trade Agreements	DEC 2001
52.229-3	Federal, State And Local Taxes	JAN 1991
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes-Fixed Price	AUG 1987
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination for Convenience of the Government (Fixed Price)	SEP 1996

52.249-8	Default (Fixed Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.237-7007	Termination for Default	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the expiration of performance.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 mos.

(End of clause)

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of the contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Exhibits Specialist

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR/DFAR	http://farsite.hill.af.mil
FAR	http://www.arnet.gov/far
FAR/DFAR	http://www.deskbook.osd.mil

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any deviation (48 CFR 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

<u>DOCUMENT TYPE</u>	<u>DESCRIPTION</u>	<u>NO OF PAGES</u>	<u>DATE</u>
Attachment 1	Performance Requirements Document (PRD) for Museum Support Services, Fort Sam Houston, TX	39	MAR 20 2002
Attachment 2	Past Performance	8	FEB-13-2002
Attachment 3	Contractor References	1	FEB-13-2002
Attachment 4	U.S. Department of Labor Wage Determinations Number 1994-2522 (Rev 19)	10	AUG-02-2001

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance With Veteran's Employment Reporting Requirements	DEC 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-2	Buy American Act - Balance of Payments Program Certificate	FEB 2000
52.225-6	Trade Agreements Certificate	FEB 2000
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.234-7000	Notice of Earned Value Management System	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

- (i) Those prices;
- (ii) The intention to submit an offer;, or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

- ___ Corporate entity (not tax-exempt);
- ___ Corporate entity (tax-exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph

(a)(1)(i)(B) of this provision.

(ii) The Offeror has* has not*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 150 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(End of clause)

52.219-1 -- Small Business Program Representations (MAY 2001).

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 712110.

(2) The small business size standard is \$5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that is * is, * is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). "Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101
- (2) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

- (i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:
(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]*
The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7004	Required Central Contractor Registration	MAR 2000
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.207-2 NOTICE OF COST COMPARISON (NEGOTIATED) (FEB 1993)

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined

to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost-comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost-comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after completion of a public review period of 10 working days beginning with the date this information is available to interested parties and

(ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) below). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost-comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After (i) completion of a public review 30 working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) below), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

(d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedures. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determination under the appeals procedure shall be final.

(e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submission, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer

MEDCOM Contracting Center
ATTN: MCCA-C-BAS
2107 17th Street, Bldg 4197
Fort Sam Houston, TX 78234-5015.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

<http://acqnet.sarda.army.mil/library/zpafar.htm>

Federal Acquisition Regulations

Federal Acquisition Regulations

Army Supplements to Federal Acquisition Regulations

LOCAL CLAUSES

SITE INSPECTION

Prospective Bidders/offerors who wish to view the site may do so on at 9:00 A.M Central Time on 3 April 2002. Potential offerors shall notify Mr. Gary Hankins @ E-mail: Gary.Hankins@cen.amedd.army.mil or Ms. Laurie Keating @ E-mail: Laurie.Keating@cen.amedd.army.mil no later than 2 April 2002 with a list of their attendees desiring to participate in the Site Inspection.

PREBID/PREPROPOSAL CONFERENCE

There will be a Prebid/Preproposal Conference at 11:00 P.M. Central Time 3 April 2002. The conference will be conducted at Building 197, 1204 Stanley Road, Fort Sam Houston, Texas 78234-5076. Potential offerors shall notify Mr. Gary Hankins @ E-mail: Gary.Hankins@cen.amedd.army.mil, or Ms. Laurie Keating @ E-mail: Laurie.Keating@cen.amedd.army.mil no later than 2 April 2002 with a list of their conference attendees.

No hardcopies of the solicitation will be available. Attendees are encouraged to download, print a copy of the solicitation from the Fort Sam Houston website, and bring their copy with them to the conference. The solicitation is posted on <http://www.cs.amedd.army.mil/a76fsh/> then enter the FSH A-76 Study link.

All prospective bidders/offerors should submit their questions concerning the solicitation via E-mail to one of the individuals identified in the previous paragraph. These are the only individuals to which questions should be addressed. Questions should be submitted in sufficient time, depending on the complexity, to allow the Contracting Officer to staff the questions and furnish written answers at the conference.

CERTIFICATION OF ELIGIBILITY FOR CONTRACT AWARD

Contractors have the responsibility to notify the Government in the event their firm has been debarred, suspended, or determined ineligible for being awarded government contracts. Failure to provide the certification requirement in

Section K (The MEO is not required to complete or submit Section K) may cause the bid/offer to be declared unacceptable and excluded from consideration for contract award.

UNACCEPTABLE INITIAL PROPOSALS. Offerors are hereby notified that initial proposals which are found to be unacceptable, and are not subject to being made acceptable without major revisions, may be rejected without affording the offeror an opportunity to satisfy the requirement of the Government.

PROPOSAL SUBMISSION REQUIREMENTS

A. Each offeror's proposal shall consist of a technical proposal, plans, past & present performance information, price data, and SF-33 proposal. The required content of each proposal is indicated in the paragraphs that follow. The offeror shall submit its proposal to the Contracting Officer in the proposals and number of copies stated in paragraph (b) below. Each separate digital copy required below, unless otherwise specified, shall be provided on a 3 ½" floppy(s) or CD-ROM disk in Microsoft Word (Version Office 97 or lower). Additionally, the Government, at its discretion, may incorporate any other parts of the successful offeror's proposal, as necessary, at contract award.

B. The offeror shall submit the following volumes of material:

Proposal Title	Number of Printed Copies	Digital Copies
Technical Proposal—	1 Original + 3 copies	1
Plans	1 Original + 3 copies	1
Past & Present Performance Information	1 Original + 3 copies	0
Pricing Data	1 Original + 2 copies	1
SF 33, Reps and Certs and Section B	1 Original	N/A

C. Technical Proposal -- Approach and Methodology

1. Organization. The offeror's technical proposal shall address each service to provide sufficient details for the government to determine whether the proposal satisfactorily meets the requirements of the solicitation. The technical proposal must show staffing by hours and labor category for each performance period.

(a) Narrative Explanation. Each offeror's narrative explanation shall provide a practical, straightforward, specific, concise, and complete overview of the methods to be employed to accomplish the technical requirements of the PRD. The narrative explanation must:

(1) Demonstrate how the offeror will apply personnel, equipment, and other resources to accomplish each service of the PRD.

(2) Provide a detailed explanation of the offeror's technical procedures, processes, and approaches.

(3) Address the planning, organizing and controlling necessary to optimize responsiveness, timeliness, efficiency and effectiveness of services rendered.

(4) Demonstrate an understanding of the full scope of service. Offerors' technical proposal shall provide a practical, straightforward, specific, concise, and complete overview of the methods to be employed to accomplish the technical requirements of the PRD.

D. Plans

1. Instructions. Each hard copy of the offeror's plans shall be in a loose-leaf, 3-ring binder. Printing shall be single spaced with a font size no smaller than what is equivalent to Microsoft Word, Times New Roman, Font 10, with at least a one-inch margin on all sides of the printed page. All proposal pages shall be appropriately numbered and identified with the solicitation number.

2. Organization. The plans consist of the following: Quality Control Plan and Transition Plan. The required content and format of each plan is discussed below.

(a) The Transition Plan (CDRL A003) shall contain the offeror's approach for transitioning the Museum operation from the incumbent Government workforce to the Service Provider's workforce. The Plan shall include how the offeror intends to handle the transition of associated equipment, facilities, and other resources furnished either by the Government or the offeror, schedules, milestones, training, task management, organizational structure, implementation of right of first refusal, out-year transitions, and contract. The Plan shall also include transition procedures to be accomplished at completion of the contract period of performance.

(b) Quality Control Plan. The offeror shall submit a Quality Control Plan. As required by the FAR clause entitled "Inspection of Services", the offeror shall provide a Quality Control Plan (CDRL A001) that shall contain as a minimum the items listed below.

(1) Inspection System: Describe the inspection system covering the services required by this PRD on both a scheduled or unscheduled basis, with particular attention to the areas listed in Technical Exhibit's 4 "Service Performance Summary".

(2) Identifying and Preventing Deficiencies: Describe a method acceptable to the Government for identifying and preventing deficiencies in the quality of service performed under this PRD before the level of performance becomes unacceptable, and addresses processes for implementing corrective actions.

(3) Complaint Feedback: Include a customer complaint feedback system for correction of validated complaints and to inform the customer of corrections. Describe how customers or other interested parties may identify problem areas or situations (i.e. contract discrepancy reports) to the Service Provider.

(4) Communications: Describe methods of direct and indirect communications with the Government regarding performance of the contract.

(5) Documentation and Reports: Define the inspection procedures and records to be used and kept by the Service Provider.

E. Past and Present Performance. Past and Present Performance information will not be submitted by the MEO.

1. The offeror shall submit the following as its past and present performance information:

(a) On one sheet of paper, list the last most relevant THREE contracts completed and another THREE most relevant contracts currently in process (if appropriate, provide only the past performance of the division/affiliate /subsidiary of the offeror that will actually perform the work). Contracts listed may include those entered into by the Federal Government, agencies of state and local governments, and commercial customers. Fill out one contractor/ subcontractor contract reference worksheet (Attachment 3) for each of the SIX contracts listed. If an offeror does not have sufficient experience to list the required contracts, the offeror may include as part of the list, contracts of any subcontractor that the offeror will use in performance of this contract, contracts of any appropriately identified key personnel that will be involved in this contract, and, if the offeror is a combination of firms (for example, a partnership or joint venture), contracts of any companies that make up the offeror.

(b) Offeror must assure that for EACH contractor/subcontractor contract reference included in the past & present performance proposal, a completed past performance survey questionnaire (Attachment 2) is provided to the Contracting Officer no later than the date and time scheduled for the receipt of proposals. The

completed past performance survey questionnaires may be submitted directly from the individual providing the reference to the Contracting Officer. In such cases, the questionnaire must be properly marked with the offeror's name and address and solicitation number, and sent to the following address: Contracting Officer, MEDCOM Contracting Center, 2107 17th Street, Building 4197, Fort Sam Houston, Texas 78234-5015. However, it is the offeror's responsibility to assure their references provide surveys by the date and time scheduled for the receipt of proposals to the Contracting Officer. Past Performance information not received by the date and time scheduled for receipt of proposals will be handled in accordance with FAR Clause 52.215-1(c)(3) of this Section.

G. SF 33 Proposal. The SF 33 proposal shall consist of a signed SF 33, representations and certifications (Section K), and any other required fill-in clauses and provisions.

GENERAL NOTICE: The USAG, FSH will use WINCOMPARE 2 for the development of the In-House Cost Estimate.

SECTION M – EVALUATION FACTORS FOR AWARD

EVALUATION OF OPTIONS (JUL 1990) (Reference FAR 52.217-5)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

EVALUATION FACTORS

Proposals will be evaluated on the basis of the factors listed below. The technical approach and methodology factor is based on an acceptable rating in the evaluation of the technical proposal.

A. Technical Proposal -- Approach and Methodology

a. Narrative Explanation and Staffing

B. Plans.

1. Quality Control Plan

- a. Inspection System
- b. Identifying and Correcting Deficiencies
- c. Customer Complaint Feedback
- d. Communications - Direct/Indirect
- e. Documentation and Reports

2. Transition Plan

C. Past and Present Performance. (Past and Present Performance Information will not be completed nor will be submitted by the MEO).

- 1. Relevant Government Contract Experience
- 2. Relevant Civilian Contract Experience
- 3. Key Personnel Relevant Government & Civilian Contract Experience

D. Price Proposal. The Price Proposal will be evaluated using cost and price analysis techniques. The analysis will include cost realism analysis to determine if adequate resources have been proposed.

BASIS FOR EVALUATION. The Government will evaluate each offeror's Technical Proposal and Plans, using the factors in the Evaluation Factors paragraphs A and B above to determine technical acceptability. Past & Present Performance will be evaluated using the factors listed in paragraph C above and will also be used in determining technical acceptability. The Price Proposal will be used to determine cost realism and price reasonableness. Cost realism will also be considered a technical factor in determining technical acceptability.

A) The Technical Proposal and Plans shall be evaluated and adjective ratings assigned to determine technical acceptability. The evaluation factors will be evaluated in accordance with the criteria explained below.

1) Technical Proposal - The Government will assess the offeror's ability to meet the technical requirements necessary for successful performance of the requirements of the PRD and solicitation. Each offeror's technical approach will be evaluated on the offeror's demonstration of how its application of personnel, equipment, and other resources will be utilized to accomplish services required in the Performance Requirements Document in sequential order. The offeror will be evaluated on the explanation of its approach and its demonstration of how the services in the Performance Requirements Document will be accomplished. Items to be considered shall include, but not be limited to, technical procedures, processes, control methods, and new or innovative approaches. The evaluation will assess the manning charts relative to the PRD.

(a) Historical advice to Government Curator.

(b) Support for special events, prepare and conduct tours and provide historical training and education.

(c) Assist Government Curator in adding and maintaining Museum exhibits, collections, material and artifacts.

2) Quality Control – The Government will assess the offeror's ability to meet quality control standards/requirements necessary to ensure successful performance of the requirements of the PRD and solicitation. The evaluation will consider the adequacy and quality of each offeror's proposed inspection system, methods for identifying and preventing deficiencies, processes for implementing corrective actions, proposed complaint feedback system, Government personnel interfaces, and identification of inspection records.

3) Transition Plan. The Government will assess the offeror's approach for transitioning the Museum operation from the incumbent Government workforce to the Service Provider's workforce. The evaluation will consider how the offeror intends to handle the transition of associated equipment, facilities, and other resources furnished either by the Government or the offeror, schedules, milestones, training, task management, organizational structure, implementation of right of first refusal, out-year transitions, and contract. The evaluation will also consider transition procedures to be accomplished at completion of the contract period of performance

B) The Adjective ratings for the Technical Proposal and Plans of Acceptable, Marginal, or Unacceptable are defined as follows:

Acceptable: To receive this rating, offerors must present a proposal that:

-provides sufficient details for the Government to determine whether the proposal satisfactorily meets the minimum requirements of the Performance Requirements Document and solicitation by addressing all the functional area services;

-shows that the offeror fully understands and can perform the requirements as delineated in its proposal for the total proposed cost indicated in its proposal;

-submits manning charts that identify and crosswalks the manning to each PRD service;

-addresses in its Quality Control Plan, the specific methodology it shall employ to ensure quality services are furnished the Government for the services outlined in the PRD.

Marginal: To receive this rating, the offeror's approach or plan has been presented with minor omissions, weaknesses and/or a misunderstanding of the requirements in the solicitation that could be corrected or expanded without a complete revision of the proposal. There is reasonable risk of a proposal with this rating meeting requirements of the PRD and solicitation. However, through exchanges, a proposal with this initial rating may achieve an acceptable rating level.

Unacceptable: An unacceptable rating will be assessed any factor that is presented with major omissions or misunderstandings or has been completely omitted and has inadequate detail to assure the evaluator of an understanding of the proposed approach. The proposal cannot meet requirements without major revisions.

If after the initial evaluation of offers the contracting officer does not deem it necessary to conduct exchanges with offerors, the lowest priced offeror who has received an adjectival rating of **Acceptable on all** evaluation factors will be selected to compete against the Government MEO in the cost comparison.

If after the initial evaluation of offers, the contracting officer deems it necessary to conduct exchanges with offerors, the contracting officer may identify a “competitive range” consisting of the number of proposals deemed necessary by the contracting officer in order to conduct an efficient competition. (NOTE: The MEO will be excluded from any competitive range determination, as the MEO must remain within the competition pursuant to statute). A proposal that receives an initial evaluation of Unacceptable on any factor may be considered ineligible for the competitive range, if one is established. A proposal that receives an initial evaluation of Acceptable on all factors will be included in the competitive range if one is established. A proposal that receives an initial evaluation consisting of Marginal on one or more factors may be included in the competitive range, if one is established, at the discretion of the contracting officer; however, to be chosen to compete in the cost comparison with the government, all factors must be considered Acceptable.

B) Past & Present Performance – The Government will assess the offeror’s Past and Present Performance to ensure it is relevant to the requirements and intent of the PRD and solicitation. The evaluation will consider the offeror’s relevant government contract experience depth, breadth, and quality. The performance record will not be justification for disqualifying any offeror. The adjective ratings used in the evaluation of past and present performance are defined below:

Acceptable: The offeror's performance clearly meets contractual requirements or there exists only minor problems for which solutions were developed and implemented.

Marginal: Problems exist for which solutions have not been developed, but the problem appears to be within the contractor's ability to solve.

Unacceptable: Serious problems exist which may be outside the contractor’s ability to solve. The contractor is in danger of not being able to satisfy contractual requirements and timely recovery is not likely.

C) The Price Proposal will be evaluated for cost realism and price reasonableness:

Acceptable: To receive this rating the offeror must demonstrate that the proposed elements are realistic for the work required in the PRD, materially balanced and accurate throughout the life of the contract, reflect a complete and clear understanding of the requirements, are reasonable, verifiable, accurate, complete in that the offeror submitted all information required by the solicitation, the information tracks to the PRD, and the information supports the offer. In addition the prices will be evaluated to determine whether the price proposal is fair and reasonable both to the offeror and the government, considering market conditions, technical and functional capabilities of the offeror and risk involved, and support performance motivation.

Marginal: To receive this rating, the offeror’s approach or plan has been presented with minor omissions, weaknesses in the supporting data that could be corrected or expanded without a complete revision of the proposal. There is reasonable risk of a proposal with this rating meeting requirements of the solicitation. However, through exchanges, a proposal with this rating may achieve an acceptable rating level.

Unacceptable: An unacceptable rating will be assessed if the supporting data is presented with major omissions or misunderstandings or has been completely omitted and has inadequate detail to assure the evaluator of an understanding of the proposed approach. The proposal cannot meet requirements without major revisions

An offeror’s price proposal shall represent the offeror’s best efforts to respond to the solicitation. Any significant inconsistency left unexplained in the price proposal will raise a fundamental question of the offeror’s understanding

of the nature and scope of work required and the offeror's ability to perform the contract within fiscal constraints and may render the proposal unacceptable. The threshold is met when the offeror's price proposal demonstrates a realistic price for each the PRD and a total proposed price estimate that reflects a clear understanding of all of the service requirements for the transition period, base period, and each of the four (4) one-year option periods.

BASIS FOR AWARD

In accordance with FAR Clause 52.215-1, titled "Instructions to Offerors—Competitive Acquisition" in Section L, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Accordingly, offerors are advised to submit initial proposals that are fully and clearly acceptable without additional information or explanation that contain the offeror's best terms. The Government may make a final determination as to whether an offeror's proposal is acceptable or unacceptable solely on the basis of the initial proposal. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines discussions to be necessary. Subject to the provisions of FAR 52.207-2, Notice of Cost Comparison, a single offeror whose proposal represents the Lowest Priced Technically Acceptable offer to the Government based on an integrated assessment of each factor will compete with the government. Thus all factors are of equal importance.